

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:15CR 51-RV

DONALD P. BUNCH

/

PLEA AGREEMENT

1. PARTIES TO AGREEMENT

This agreement is entered into, by, and between, Donald P. Bunch as the Defendant, Thomas S. Keith as attorney for Defendant, the United States Attorney for the Northern District of Florida, and the Fraud Section of the Criminal Division of the United States Department of Justice. This agreement specifically excludes and does not bind any other state or federal agency, including other United States Attorneys and the Internal Revenue Service, from asserting any civil, criminal, or administrative claim against the Defendant.

2. TERMS

The parties agree to the following terms:

- a. Defendant will plead guilty to Count One of the Information, charging a violation of Title 18, United States Code, Section 201(b)(2)(A). As to Count One, Defendant faces a maximum term of fifteen (15) years' imprisonment, three (3) years of supervised release, not more than a \$250,000 fine, a \$100 special monetary assessment, and may be disqualified from holding any office of honor, trust, or profit under the United

States. Defendant agrees to pay the special monetary assessment on or before the date of sentencing. If Defendant is unable to pay the special assessment prior to sentencing due to indigence, Defendant agrees to participate in the Inmate Financial Responsibility Program. The maximum sentence to which Defendant is subject includes the forfeiture of all forfeitable assets.

b. By voluntarily pleading guilty to the charge in the Information, as to the count pled herein, Defendant knowingly waives and gives up constitutional rights that attend a defendant on trial in a criminal case. These constitutional rights include: the right to plead not guilty; the right to have a jury or judge determine guilt on the evidence presented; the right to compel the government to prove guilt beyond a reasonable doubt; the right to confront and cross-examine witnesses; the right not to be compelled to incriminate oneself; the right to testify; the right to present evidence; and the right to compel the attendance of witnesses.

c. Defendant is pleading guilty because Defendant is in fact guilty of the charge alleged in Count One of the Information. In pleading guilty, Defendant acknowledges that were this case to go to trial, the government would present evidence to support the charge beyond a reasonable doubt.

d. Upon the District Court's adjudication of guilt of Defendant for the charged crime, neither the United States Attorney for the Northern District of Florida, nor the Fraud Section of the Criminal Division of the U.S. Department of Justice, will file any further criminal charges against Defendant arising out of the same transactions or occurrences to

which Defendant has pled. Defendant agrees that substantial evidence exists to support the charge.

e. Nothing in this agreement shall protect Defendant in any way from prosecution for any offense committed after the date of this agreement.

f. If Defendant is not a citizen of the United States, Defendant understands that this conviction may adversely affect Defendant's immigration status and may lead to deportation.

g. The parties agree that the sentence to be imposed is left solely to the discretion of the District Court, which is required to consult the United States Sentencing Guidelines and take them into account when sentencing Defendant. The parties further understand and agree that the District Court's discretion in imposing sentence is limited only by the statutory maximum sentence and any mandatory minimum sentence prescribed by statute for the offense.

h. Both parties reserve the right to advise the District Court and other authorities of their versions of the circumstances surrounding the offense committed by Defendant. The United States Attorney further reserves the right to correct any misstatements by Defendant or Defendant's attorney and to present evidence and make arguments pertaining to the application of the sentencing guidelines and the considerations set forth in Title 18, United States Code, Section 3553(a), including sentencing recommendations, and whether departure or variance upward or downward is appropriate.

3. SENTENCING

a. Defendant understands that any prediction of the sentence that may be imposed is not a guarantee or binding promise. Due to the variety and complexity of issues that may arise at sentencing, the sentence may not be subject to accurate prediction.

b. The parties understand and agree that either party may offer additional evidence relevant to sentencing issues. However, the Court is not limited to consideration of the facts and events provided by the parties. Adverse rulings or a sentence greater than anticipated shall not be grounds for withdrawal of Defendant's plea.

c. Defendant understands that 18 U.S.C. § 3742 gives him the right to appeal the sentence imposed by the Court. Acknowledging this, Defendant knowingly and voluntarily waives his right to appeal any sentence imposed by the Court and the manner in which the sentence is determined so long as my sentence is within the statutory maximum specified above. This waiver is made in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this paragraph does not apply to claims relating to prosecutorial misconduct or ineffective assistance of counsel.

4. VICTIM RESTITUTION

The parties agree that restitution is not owed in this matter because the loss to the United States is mostly intangible and hard to quantify.

5. FORFEITURE

Defendant agrees, pursuant to 28 U.S.C. § 2461(c) and 18 U.S.C. § 981(a)(1)(C), to forfeit and give to the United States prior to the date of sentencing any right, title, and interest which Defendant may have in assets constituting or derived from proceeds traceable

to the violation to which he is pleading guilty. Defendant further agrees not to contest the administrative, civil, or criminal forfeiture of any such asset(s). These assets include, but are not limited to, any assets charged in the Information filed by the United States. Defendant agrees that any asset charged in the Information is forfeitable as proceeds of the illegal activity for which he is pleading guilty. With respect to any asset which Defendant has agreed to forfeit, Defendant waives any constitutional and statutory challenges in any manner (including direct appeal, collateral challenges of any type, habeas corpus motions or petition, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment to the United States Constitution. Specifically, Defendant consents to the entry of a money judgment against him in the amount of \$25,000 representing a sum of money constituting or derived from proceeds traceable to the offense of receipt of bribes, in violation of 18 U.S.C. § 201(b)(2)(A).

6. BREACH AND WAIVER

Defendant understands and agrees that if Defendant breaches the plea agreement, Defendant may be prosecuted and sentenced for all of the offenses that Defendant may have committed. Defendant agrees that if he breaches this plea agreement, the government reserves the right to take whatever steps are necessary to nullify the plea agreement, including the filing of a motion to withdraw the plea agreement and/or set aside the conviction and sentence. Defendant also agrees that if he is in breach of this plea agreement, Defendant is deemed to have waived any objection to the reinstatement of any charges under the indictment, information, or complaint which may have previously been

dismissed or which may have not been previously prosecuted. Defendant further agrees that if he is in breach of this plea agreement, Defendant is deemed to have also waived any objection to the filing of any additional charges against him. If the Defendant withdraws from this agreement prior to pleading guilty to the charges identified in paragraph 2a above or otherwise fails to comply with any of the terms of this plea agreement, the United States will be released from its obligations under this agreement, and the defendant agrees and understands that: (1) he thereby waives any protection offered by Section 1B1.8(a) of the Sentencing Guidelines, Rule 11(f) of the Federal Rules of Criminal Procedure, and Rule 410 of the Federal Rules of Evidence, and that any statements made by him as part of plea discussions, any debriefings or interviews, whether made prior to or after the execution of this agreement, will be admissible against him without limitation in any civil or criminal proceeding; and (2) the defendant stipulates to the admissibility and authenticity, in any case brought by the United States in any way related to the offense charged, of any documents provided by the defendant or his representative to the United States.

CONCLUSION

In every case in the Northern District of Florida in which the parties enter a Plea Agreement, the Court requires the parties to enter a sealed Supplement to Plea Agreement indicating whether or not Defendant agrees to cooperate with the United States Attorney. The parties agree to the Supplement to Plea Agreement entered in this case.

Defendant enters this agreement knowingly, voluntarily, and upon advice of counsel.

PAMELA C. MARSH
United States Attorney



THOMAS S. KEITH
Attorney for Defendant

8/12/15
Date



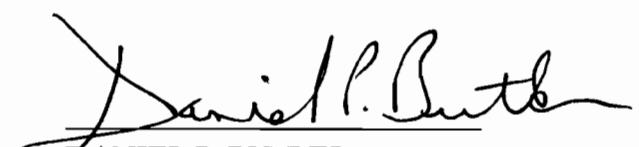
DAVID L. GOLDBERG
Assistant United States Attorney

9/17/15
Date



DONALD P. BUNCH
Defendant

8/12/15
Date



ANDREW WEISSMANN
Chief, Fraud Section

DANIEL P. BUTLER
Trial Attorney, Fraud Section
Criminal Division
United States Department of Justice

9/18/15
Date